

UNITED STATES DISTRICT COURT
DISTRICT OF VERMONT

U.S. DISTRICT COURT
DISTRICT OF VERMONT
FILED

2013 NOV 19 PM 4:28

S.F.D. REAL ESTATE, LLC,
Plaintiff,

v.

PEERLESS INSURANCE COMPANY,
INC., LIBERTY MUTUAL INSURANCE
COMPANY, INC.,
Defendants.

Case No.

1:13-cv-302

CLERK
DEPUTY CLERK

COMPLAINT AND DEMAND FOR TRIAL BY JURY

Preliminary Statement

This is a civil action brought by S.F.D. Real Estate, LLC for the recovery of damages caused by a fire of accidental origin that substantially destroyed the building and contents at 1593 Pucker Street in Stowe, Vermont on May 20, 2011.

Parties

1. Plaintiff is a Vermont limited liability corporation whose principal place of business is in the State of Vermont.

2. Defendant Peerless Insurance Company ["Peerless"] is incorporated outside the State of Vermont and its principal place of business is outside the State of Vermont.

3. Defendant Liberty Mutual Insurance Company ["Liberty"] is incorporated outside the State of Vermont and its principal place of business is outside the State of Vermont.

JURISDICTION

4. This court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a)(2), there being in excess of \$75,000, exclusive of interest and costs, in controversy and this action being between a corporation whose place of incorporation and principal place of business are in Vermont and corporations whose places of incorporation and principle places of business are outside the State of Vermont.

Facts

5. Peerless Insurance Company is an insurance company in the business of, among other things, issuing insurance contracts for commercial protection from hazards, including fires.

6. Liberty Mutual Insurance Company is an insurance company in the business of, among other things, issuing insurance contracts for commercial protection from hazards, including fires, which owns and controls Peerless Insurance Company.

7. Effective May 12, 2011, Peerless, "a member of the Liberty Mutual Group," issued to S.F.D. Real Estate, LLC an insurance contract ["the insurance contract"] providing coverage as set out in the contract, but specifically including coverage for fire loss.

8. On May 20, 2011, a fire of accidental origin substantially destroyed the building and contents covered by the insurance contract.

9. Defendants have paid some of the monies due Plaintiff under the terms of the insurance contract.

10. To date, Defendants have refused to pay Plaintiff the full amount due under the terms of the insurance contract.

11. Plaintiff has complied with the terms of the insurance contract.

CAUSE OF ACTION

12. By refusing to pay the amounts due Plaintiffs, Defendants have breached the terms of the insurance contract at issue here.

13. Defendants' actions have caused Plaintiff damages in excess of \$75,000.

WHEREFORE, Plaintiff respectfully requests that this Court award damages against both Defendants in an amount in excess of \$75,000 as deemed appropriate by the jury, together with interests, costs, attorneys' fees and such other relief as may be available to it.

Plaintiff demands a trial by jury.

O'NEILL KELLNER & GREEN



JEROME F. O'NEILL

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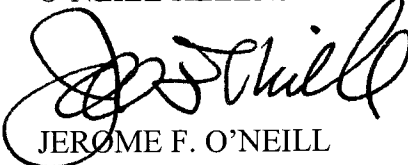
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November 19, 2013

O'NEILL KELLNER & GREEN

A handwritten signature in black ink, appearing to read "J F O'Neill", written over the printed name.

JEROME F. O'NEILL

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